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**DEFINITIONS AND GENERAL PROVISIONS****Definitions:**

Under the definition for “**development plan(s)**” on p. 2 (pdf p.3) (which excludes Small Area Plans), we find additional language that is not a definition, but a significant change to the Master Plan that allows the inappropriate deferral of the application of any of the twelve "Additional Elements."

*“A development plan may or may not address one or more development standards established by an Additional Element, and a standard not addressed on a development plan may be addressed by a subsequent development plan. For example, sign, landscaping, and parking standards not addressed on a subdivision plat that creates one or more non-residential Lots may be addressed in subsequent development plans for the Lots established by that subdivision plat. References in an Additional Element to development plan(s) are to the applicable development plan(s).”*

Firstly, the example cited is totally misleading. Landscaping and Signage requirements apply to subdivisions, but not individual lots, and there are no parking requirements for house lots in subdivisions in the Parking Element that follows.

Secondly, “development plan” here specifically excludes Small Area Plans, where some of the Additional Elements should be applied, for instance Open Space and Public Facilities for just two. However this added wording uses the most innocuous example to mute the effect of saying that the Additional Elements don’t have to apply to a “development plan” even at the more detailed level, until it’s too late. Surely we should insist that the Additional Elements should apply at every level of development plan that is appropriate, starting with Small Area Plans, down to the lot level, where applicable. Whether those stages are properly spelled out in each Element or not, their application should be spelled out here, without the broad brush slippery language, delays and exemptions.

This additional non-definition text should be deleted and replacement text placed in the "General Provisions." A suggested replacement section should require the following :

*Phasing, Open Space, Tree Protection, Stormwater, Affordable Housing, Transit, and Public Facilities Additional Elements must be addressed by the Small Area Plan, but may be revised in a site or subdivision plan subject to approval by the Town.*

*Tree Protection, Stormwater, Open Space, Landscaping, Signage, Parking, Lighting, and Public Art Additional Elements must be addressed in site or subdivision plans.*

**Development Review Committee** (p.2, pdf p.3): This gate-keeper committee was authorized in the Master Plan. But while this poses as a definition, what appeared in the Master Plan to be just a design review committee and agent for development submittals (appointed by Chatham Park Investors) could be a more powerful entity than it appears. How can the Town even tell what is in or could be in those restrictive covenants?

This paragraph also seems to lay out in full my concerns three years ago about the quoted language from the Master Plan that at that time could be interpreted to mean that no-one else besides the DRC can get involved in development applications to the Town, and not just that no-one else can submit one.

*"Development Review Committee" or "DRC" means the Development Review Committee for Chatham Park PDD that is required to be established by the Master Plan as "the exclusive agency authorized to interact with the Town with respect to development applications in Chatham Park PDD from any person or legal entity".*

This wording appears to eliminate any role for the neighbors of a planned development in Chatham Park, whether Chatham Park residents or not, from having any voice in the limited reviews that any limited Town review that would take place.

The first part of the paragraph could be revised to specifically limit the meaning of that language in the Master Plan:

*"Development Review Committee" or "DRC" means the Development Review Committee for Chatham Park PDD that is required to be established by the Master Plan as "the exclusive agency authorized to interact with the Town with respect to development applications in Chatham Park PDD from any person or legal entity", however this is limited to mean only that all development applications in Chatham Park PDD shall be submitted through the Development Review Committee."*

The rest of this paragraph is harder to tease out, but appears to transfer some of the authority of the Town to the unelected DRC, and to limit the Town's ability to require changes at the Small Area Plan or site or subdivision level, as described by restrictive covenants that can be placed by the owners, Chatham Park Investors (CPI ) on their property, with no input by the town, now or in the future.

*"Pursuant to restrictive covenants for Chatham Park recorded or to be recorded, the DRC is or will be authorized to make certain decisions with respect to development in Chatham Park, including one or more matters addressed in an Additional Element. References in an Additional Element to rights of and/or approvals by the DRC are based on the authority of the DRC pursuant to the restrictive covenants, are included solely for notice to the public and owners and users of property in Chatham Park of the authority of the DRC under the restrictive covenants, and do not delegate governmental regulatory authority to the DRC. Any approval or disapproval of any matter by the DRC may be done in the sole discretion of the DRC."*

The fact that "governmental regulatory authority" is not delegated to the DRC in this paragraph does not mean that the covenants, existing or future, are not of significant concern.

CPI might claim that with such a large assemblage of land to dispose of, CPI wants to be able to limit what subsequent owners can do in order that any subsequent activity or redevelopment does not detract from the value of adjacent undeveloped property. But if that were the case there would be no need to insert language here that transfers decisions on applicable regulations (via these "Additional Elements") away from the town and onto the developers own unelected committee--whose decisions apparently can't be appealed, period.

As far as the role of the DRC in the Additional Elements that follow, the DRC is mentioned in four, and their role in three is part of "development applications": sign permits (p.83), public art (p.99), and hiring someone to do a traffic impact analysis when required (p..104). The fourth role is in "designating" a stormwater administrator (p.42). If the Additional Elements and Master Plan control development in Chatham Park, what legitimate reason is there for having hidden additional language in restrictive covenants, including language that makes them the sole authority, over matters that are unknown?

This is just one of many key issue that point to the need of competent legal advice.

(p.3 pdf p.4) There is an overly fluid definition for **Lot, Parcel, Site and Property** (which can be used interchangeably). In addition, there is too much confusion about tracts (and parcels). The text of each Additional Element needs to be crystal clear what is being referred to. A lot should be a single residential lot as identified on a subdivision plan, a site should mean a non-residential area on a site plan. A word search through the Additional Elements document reveals that when "Property" is used it is with the commonly accepted meaning, and is clear in context. In one instance it refers not to a land tract but (in the context of lighting) buildings and possessions.

Possibly most of this definition should be deleted and/or replaced with definitions for "lot" and "site" and/or replaced with definitions from the draft UDO or the Town's current zoning ordinance.

**"Village"** (p.4 pdf p.5) is defined as any area identified as such on a Small Area Plan. However the Master Plan talks about multiple "Activity Centers" which are shown on the Land Use map, but a map in this document (p.7, pdf p.8) now shows all of the northern half as one "village" and all the southern half as another. In many sections of the text that follows "Villages" are exempt from various standards (these or town regulations), e.g. signage, lighting and so on.

The Town's Chatham Park Additional Elements Review Committee has recommended that "Villages" not be exempt from the Additional Elements for Signage, and Lighting and may have recommendations against any other claimed exemptions for Villages. But it may also prove important that "village" not be allowed to encompass the entire northern half, nor the "Activity Centers" that are large commercial hubs that are not limited in area, and are overlaid on other areas.

Thus a more appropriate definition of village should be:

*"Village" is a small urbanized area within an Activity Center or Mixed Use or Mixed Used - Residential area as identified on the Land Use map in the Master Plan or on any subsequent Small Area Plan, but may apply to the whole of that area.*

**General Provisions** (p.4 pdf p.5):

One paragraph poses two major problems. The first may be the least of it.

*"The provisions of each Element supplement, and in some instances may clarify, provisions in the Master Plan with respect to the matters addressed in that Element. If there is any conflict between any Element and the Master Plan, the terms of the Element control. Any Element may be supplemented and clarified by the "Development Agreement" for Chatham Park referenced in the Master Plan."* (emphasis added)

Firstly, changes to the Master Plan are not flagged as such, and require a very careful reading of oboth documents. Secondly, it is not clear how broadly or narrowly this applies. Some "elements" cover topics treated at some length in the Master Plan (open space, stormwater, for example) but the corresponding "element" contains less, not more detail. In some cases examples are given rather than repeating longer lists in the Master Plan.

There seems a question as to whether only what is written in an Additional Element on a specific aspect replaces all the requirements, and commitments made in the Master Plan or only for specific wording and detail.

The second part of the same paragraph poses much larger problems:

"The Master Plan, together with the Elements constitute the Town's development regulations for Chatham Park.... Development in Chatham Park that complies with the Master Plan and the standards contained in the Additional Elements adopted by the Town shall, as a matter of law, be deemed to be consistent and conforming with any subsequently adopted ordinance of the Town including, but not limited to any Unified Development Ordinance."(emphasis added)

While concerns have been expressed (by, for example, the Town's Review Committee) that Chatham Park could not in future be subject to any future ordinances regardless of the need. This wording appears to mean that Chatham Park would not be subject to any Town ordinance.

The Master Plan was based on the current ordinances, Zoning, Subdivision, etc., with various listed exemptions. As our Planning Director points out, whatever is not specifically described or exempted reverts to those ordinances. But with this wording, none of those default regulations could apply once they are rolled into the Unified Development Ordinance, and once the UDO is finally adopted and in place, the old ordinances would be repealed and any reference to them, stated or implied is meaningless and unenforceable.

Quite literally the Master Plan and the Additional Elements would be, as stated here "the Town's development regulations for Chatham Park."

This could mean no role for the Planning Board or even Town Board for site or subdivision plans. It seems notable that there is no reference to the Planning Board or Town Board approval of those plans in either the Master Plan or any of the Additional Elements. In addition this places in jeopardy a slew of other Town regulations besides the zoning and subdivision ordinances, namely most importantly the Watershed Overlay districts and requirements, Stormwater Management, Riparian Buffers, and Flood Damage Prevention, and much, much more.

Regarding the Development Agreement, now is the time, before any process towards that agreement even starts, that the Town has the whip hand, as long as they don't prematurely sign the wastewater transfer deal with Sanford, as that is something CPI has to have in place to proceed. But a Development Agreement under current law can only apply for 20 years, but the Master Plan and Additional Elements have no end date when they expire. Does the Town ever get full development control over areas now identified as in the Chatham Park PDD?

The Additional Elements document could include added language that: *the Town can require a review, and if necessary revision of the Additional Elements after five, ten and fifteen years after initial approval of the Additional Element, or Elements, and that the Master Plan and Additional Elements expire when the Development Agreement expires, or twenty years, whichever comes sooner, at which time all development authority and regulatory control returns to the Town.*

**Buffers** (p.4 pdf p.5:) The Review Committee recommended against the language allowing a required buffer for a proposed project to be located on a different property. Exactly. However, there's more.

Open Space as Buffer (p.5 pdf p.6) There are two problems with the wording here. Firstly it would appear to allow CPI to use "Qualifying Open Space" that is a vegetated buffer to substitute for one. "Qualifying Open Space" can include sports fields, playgrounds, greenways, even a paved plaza. Could this be used to substitute for undisturbed vegetated stream buffers?

Even if this is only used to substitute "Qualifying Open Space" for the few conditions requiring a vegetated buffer between discordant land uses, including at the periphery of the property, this should be deleted. The

purpose of these vegetated buffers is to provide visual screening, but also buffering from outdoor lighting, noise, dust, fumes and other nuisances. Many types of "open space" as defined in the Master Plan would not provide this protection.

**"Administrative Alternative"** (p.5 pdf p.6): Some Elements contain an "administrative alternative" to meeting the element's requirements and all developers have to do is ask the Town's Planning Director, and the more complex procedure only seems to kick in if he says no. If he says yes, do the rest of us (including Town Board etc.) even hear about it?

*"If specific requirements for approval of a particular Administrative Alternative are not stated in the applicable Element, the proposed Administrative Alternative satisfies the purpose and intent of the requirement or standard to which it relates."*

This seems to mean that if those specific requirements aren't listed where an "Administrative Alternative" is allowed, then the request just has to be automatically approved!

In the various Elements that follow there are cases of "administrative alternative" provisions with and without such standards.

Landscaping, (p.17 pdf p.18) says that an administrative alternative can be claimed for any landscaping or buffer requirement. However actual standards are only provided for alternative buffer plantings between some discordant land uses rather than streams. (p.26 pdf p.27).

Standards are provided for an Administrative Alternative regarding off-street parking (p.42, pdf p.43) and (p.56 pdf p.57) but not access (p.54 pdf p.55), or substitute (off-site) parking (p.56 pdf p.57).

Thus CPI should be required to provide the missing standards, and this sentence ought to be revised to read: *"If specific requirements for approval of a particular Administrative Alternative are not stated in the applicable Element, the proposed Administrative Alternative **must demonstrate that it** satisfies the purpose and intent of the requirement or standard to which it relates."*

## PHASING

### General Comments

There is no guiding timeline and no requirement for which portions of Chatham Park should be completed before additional areas are developed. In addition, it appears that while the Master Plan divided the project into multiple planning areas, CPI hopes to get development approval for vast tracts in maybe as few as three phases which could overlap This section does the opposite of what it claims to do -- "assist the Town in the orderly provision of services and infrastructure".

Multiple problems would occur with overly broad and vague phasing. Firstly, the County School Board needs more precise location information about where the earlier residential development would be in planning for new Elementary schools. A recent CPI power-point on this Phasing section indicated that some non-binding predictive information (such as how many new housing units might be added by year) would be included with an upcoming Small Area Plan. But if that plan covers too wide an area, such as the entire northern half of Chatham Park, the School Board would surely need more localized information, as well as firmer commitments (and limits) for the long-term planning and sequencing of new elementary schools.

Secondly, an appropriate phasing plan would develop Chatham Park in such a way that Town revenue is maximized from compact and sequenced development. This is vital so that not just increased property taxes but adequate water and sewer customers are available to help pay for the extended infrastructure.

Right now there's a risk that the Town would be on the hook for unprofitable extensions of roads, sewer and water lines, for instance through undeveloped commercial areas to outlying proposed residential areas, as well as the cost of providing services, and new public facilities such as fire stations.

In fact, it appears that CPI knows EXACTLY what it want to do in residential areas, but not in the mixed use, non-residential and commercial areas. A slide included in a "Stormwater Element" presentation showed residential subdivision lots mapped out all over the entire northern half! \*

[\\*Stormwater Element Presentation November 16,2016](#) p.7

Many of the Parking requirements are too vague, and not sufficiently tied to specific uses, as they are in the Town's Zoning Ordinance, and in the draft UDO. Substituting those for these standards might prevent too much and too rapid speculative building of office parks and shopping plazas in Chatham Park. Doing that might also prevent over-extended infrastructure to zombie developments.

If Chatham Park extends water and sewer lines, or roads to too many areas, a future financial, credit or mortgage crisis could mean the Town could be on the hook for those costs with no property taxes, or water or sewer customers to help pay for it. Chatham Park Investors may be able to survive, even take advantage of such periods, but the actual developers of office parks or housing subdivisions, if remaining afloat, might not have any customers for new homes or business space.

### **Specific Comments**

The preamble suggests that the Town (and County) should use Chatham's Park's plans to as "one of the tools" to shape their "Comprehensive Plan(s)" rather than that Chatham Park be required to proceed within the limits of such Town plans (p.6 pdf p.7). This is particularly hazardous (and difficult) when CPI still refuses to establish or negotiate fixed timelines, or even to stick to them. (In addition, actual wording requiring the Town to put Chatham Park's future needs ahead of current Town needs is fleshed out on the third page, see comments on **Objectives**, below.)

(p.6, pdf p.7) The terms Phase 1 and/or "North Village" used to refer to a medical office park/mixed use area north of the new bypass bridge at Eubanks Road, now, "North Village" is the ENTIRE northern half of Chatham Park, north of business 64. CPI says it would take 15 years to complete build-out of this entire northern portion. (The entire southern half is labelled South Village.)

As vague as these "phase" descriptions are, even these are not to be binding in any way, so in fact, close to meaningless. However, one restricting factor not included here is the Town's ability to fund infrastructure expansion.

**Small Area Plans:** While the Town has approved it's own process for reviewing Small Area Plans, a revised Phasing section should clarify what is expected of Chatham Park in such plans, including area scope and sequencing.

The Master Plan contained 27 numbered land-use sections, with 5 overlaid "activity centers" (which are retail etc. hubs), and I'm sure that some or all members of the Board assumed that each of these would have its own Small Area Plan submitted as required in the Master Plan. Now Chatham Park is to be dealt with in only 6 phases and sections which are in all probability actually three.

If the required Small Area Plans are to cover much larger areas than anticipated, I am concerned those plans will not provide the level of closely mapped detail the Board anticipated receiving in future, when they approved the Master Plan. More importantly, it would involve blanket approval of too much development over too large an area, possibly too far in advance.

A revised Phasing Plan should limit the scope of one Small Area Plan, ensure the desired level of detail, and prevent the submission of a Small Area Plan too far ahead of proposed development.

This should also be a place where a wording change to the Master Plan about Small Area Plans is needed. From p.44 of the Master Plan: "All such plans shall be acceptable to the Town..." which could mean the Town has to approve them, regardless, but ought to read "All such plans shall be *in a form* acceptable to the Town..."

### **Objectives**

"Section 3" (p.8, pdf p. 9): Here, CPI isn't merely adding to the Master Plan, but appears to be trying to get a jump on the Development Agreement by other means. If this language were to remain, one wonders what would be left to negotiate in such an agreement. This section appears to dictate that the Town will provide infrastructure for Chatham Park, and not merely when it's actually needed, but perhaps when it's requested, whether the Town has the money (or borrowing capacity) to do it or not.

Under Objective 1: "*Locate new infrastructure that serves the greatest number of people.*" Because of the extraordinarily high density approved for Chatham Park, those needs would always come first.

Under Objective 2, similarly, the Town must plan and budget for future infrastructure spending and installation not on the needs of current residents, but on some future "*projected development phasing in Chatham Park.*"

The Town would also have to ensure that the Capital Improvement Plan has all Chatham Park's future needs budgeted in advance, regardless of what is falling apart where in systems or facilities serving current residents in the rest of the Town.

Under Objective 3: While this objective states that the impact of new infrastructure on both existing and planned land uses should be "mitigated", this requires only that the Town (and Chatham Park) "*Provide for public infrastructure that is properly designed, constructed, screened and buffered in order to mitigate visual impact on adjacent planned development of a different use or nature.*" What about existing land uses and residents?

The Town's Review Committee seemed to find this new Phasing section as vague as that in the Master Plan, but their only recommendation was: "*We recommend that the Town insure that any concerns with respect to phasing related to infrastructure and implications for Town support are identified specifically in the Developer [Development] Agreement and subsequently in the Small Area Plans.*"

However, I believe that it is at this stage that the Town has the leverage to impose more orderly phasing, and to delete all the bad provisions I have noted above. Otherwise, the vagueness of phasing, and the onerous nature of the language I've noted will be baked into a Development Agreement ahead of time.

### **Proposed Revisions to Phasing**

If the Town is merely to revise the Phasing Section rather than order it to be totally rewritten, some very simple text revisions to the "Objectives" section should eliminate the problems that I have described.

(p.8 pdf p.9) Objectives "*This Element is based on general objectives which apply to the Town's and Chatham Park's planning efforts as a whole and specific functional program areas in particular....*"

This simple revision to the opening sentence would solve multiple problems in the "Objectives" section. It would not only make it read differently (and make more sense), it would remove all potential interpretations that the Town must prioritize Chatham Park's needs over other Town needs, and it would

more appropriately state what the Town requires of Chatham Park and not the other way round (as what is after all a replacement town regulation for the development), such as:

--that CPI will install infrastructure where its most needed, and with highest density to maximize pay back, through water and sewer customers and property taxes

--that CPI will not initiate such projects until the Town can put them in its Capital Improvement Plan

(p.8 pdf p.9) "Provide for public infrastructure that is properly designed, constructed, screened and buffered in order to mitigate visual impact on adjacent *existing or planned* development of a different *land use or nature* as identified in the Master Plan and Additional Elements for adjacent property within Chatham Park, or as classified in the Town's Ordinances for adjacent property that is not within Chatham Park."

(p.8 pdf p.9) "Provide a timeline of when public facilities identified in the Master Public Facilities Plan Additional Element ~~should be provided~~ *may be needed* based on the population projections established in the Small Area Plan."

This last revision would change a mandate on the Town to provide "public facilities" to simply a notification as to when they might be needed in future.

## **PARKING**

### **General Comments:**

The most notable thing about these proposed parking requirements is how much they seem designed for speculative building of non-residential offices, stores etc., unlike the current Town ordinance or the proposed UDO. Chatham Park, the Town, and current area residents would be better served if parking requirements are more closely tied to proposed specific use, with at least some defined and secured occupants.

This could better ensure adequate parking, without excess parking but also avoid costs to the Town of infrastructure serving too few customers. Adequately sized and located parking area can also reduce bottlenecks.

Reducing excess parking in current ordinances is beneficial in multiple ways, as is occurring in Pittsboro's UDO. However, Chatham Park developers would also gain financially from more buildings and less parking per acre, by an increase in the development value of their holdings. Thus care needs to be taken that parking is adequate for the future residents with the least space, and clout, such as apartment renters. In addition, virtually all the earliest residents would be driving to work, and to shop, etc.

The parking and loading section of the UDO is more detailed and possibly more appropriate for Chatham Park than the requirements here in the proposed "Additional Element."

For instance on p.53, we find requirements for "*industrial, office, institutional, business, and other uses that can be expected to regularly receive or deliver goods...*" In fact that ought to be "*receive, ship, or deliver goods.*" However, an institutional building like a school or library may receive goods, but hardly on the scale of a grocery store or Walmart of the same size. These sloppy provisions imply there will be a lot of non-residential spec building with neither specific designated uses or tenants.

Also somewhat ridiculous is that a mailbox kiosk with 13 or few mailboxes need not have a parking space, which the USPS carrier would require, as would any disabled person stuck with too long a walk to get mail.

**Specific Comments:**

Many if not all of these comments, like the two issues cited above, could be pre-empted if instead Chatham Park were required to comply with the Parking requirements of the UDO, or that section replaces the one here. However, I am laying out all the problems with the submitted standard to show why it is defective as written, in multiple respects.

(p.42 pdf p.43) Off street Parking and loading: "Except as otherwise provided herein..." This is not explained or referenced later.

Off street parking schedule A: In all cases an alternative can be proposed, "based on a parking study prepared by a North Carolina licensed design professional." A design professional seems the wrong person to calculate parking needs -- rather than merely design how those spaces are laid out -- surely this should be done by a qualified planner.

(p.51 pdf p.52) Off street parking schedule B: Parking spaces are supposed to be based on the square footage of indoor space, not number of employees, or use. This makes no sense though it's easier for a developer who plans to build on spec, then lease or sell, rather than selling a site to a company to own, build and use, or developing for specific tenants. Yet on (p.52 pdf p.53) there is a reference to occupancy based parking requirements. It appears the applicant developer can pick and use whether to use occupancy or area as a basis for calculating parking spaces.

Off street parking for bicycles (p. 52 pdf 53): "In all cases, required off-street vehicle parking may be reduced by one (1) space for each two (2) off-street bicycle parking spaces provided above the required minimum number of off-street bicycle parking spaces."

As the Town's Review Committee has reported: "We recommend that the element contain a minimum number of spaces that must be maintained and spaces above this number could be traded for bicycle parking."

Condo & Apartment Parking: Right now the condos for example don't provide two spaces per bedroom for commuting couples or flat-sharers. Future occupants of a one bedroom condo could require two vehicle spaces and shares in visitor parking, with or without bike racks. These standards will govern development before mass transit is both available and convenient and goes where people need to go without tripling journey time. Further on in these elements (pp. 103-106) we find we must assume that there will be no additional mass transit for many years.

EV Charging Stations/Parking Spaces: "Up to ten percent of the required number of off-street vehicle parking spaces may be used and designated as electric vehicle (EV) charging stations." (p.52 pdf p.53) This would mean that no more than one in ten spaces can be EV charging spots, but there is no requirement that there be any at all. Nor is this language specific to each site or off street parking area, and therefore could be averaged over the entire 7,000+ acre PDD.

The Town's Review Committee rightly identified the maximum cap of 10% EV spaces throughout the development as too restrictive and recommended that it be a minimum goal. However, at the 11/28 Town Board Meeting where these recommendations were presented, one Board member pointed out that a regulation shouldn't be merely aspirational.

Because it's expensive to install EV charging spaces it is probably less expensive to install several in one spot, so it makes more sense to require them not as a percentage overall, but (equal to a percentage) when there are a sufficient number of spaces to warrant a row of them.

For example, if a minimum is set at only 8%, four would be required for every 50 spaces, at 10% five of every 50. Above that they could be unrestricted spaces that could be used by non-EV charging vehicles.

Charging stations/EV spaces should be specifically required for apartment buildings or condos that would lack the charging potential of a single family detached home at the same percentage as above, regardless of number of parking spaces.

Parking lots with appropriate solar orientation are also ideal locations for additional solar PV installations since they can provide summer shade and winter shelter, even when they are not providing direct power to EV charging stations as below, but to the grid. These should be specifically allowed and encouraged and be combined with a waiver of the tree planting requirements for parking areas.



*An electric car charged at a solar power carport in Shanghai, China. Photograph: Imaginechina/REX/Shutterstock*

Off Street Loading Requirements (p.53 pdf p.54): Once again, loading requirements are based on square footage rather than use. Such a blanket schedule for these broad categories of land use, seems totally inappropriate. An institutional building like a school or library may receive goods, but hardly on the scale of a grocery store or Walmart of the same size. The only rationale for this is if a lot of non-residential building is going to be thrown up with no designated uses or secured tenants in mind.

Pedestrian Access and Safety p.55 pdf p.56): "Each [Vehicular Use Area] VUA shall be designed to allow pedestrians to move safely from their vehicles to buildings and other areas served by the [Vehicular Use

Area] VUA." This wording doesn't require pedestrian safety and access for people arriving at or passing through a site on foot (or motorized wheelchair).

Unless this is going to be replaced by more adequate wording from the UDO (if it's there), this could be fixed by adding something like: *"and to allow pedestrians to safely access those buildings and adjacent areas or traverse the site on foot, including sidewalk connectivity and additional pedestrian crossings."*

Porous Paving: The Town's Review Committee reported "we encourage green practices in the construction of parking and loading areas, such as the use of permeable pavements on parking lots and loading areas to naturally cleanse rainwater."

There is a relevant sections where this could be further encouraged, under "Surfacing" (p.54 pdf p.55). "Each VUA shall be paved unless alternative materials are approved by the Planning Director."

Why not add something like this: *"Use of partial or total porous paving in parking and loading areas may be required in VUAs in certain areas including but not limited to: in or adjacent to critical watershed areas, conservation areas, adjacent to stream buffers, areas of significant slope, and near perimeter buffers or the perimeter of Chatham Park."*

While not specific to Chatham Park 'parking and loading' I would encourage the Town to mandate porous pavers for ALL (new) paved plazas in Chatham Park and in Town (whether allowed as open space or not).



Xeripave, a pervious paver, used with permeable pavers. Photo courtesy of Xeripave Super Pervious Pavers.

Use of Vehicular Use Areas: There is wording here that would be oppressive in HOA rules, but which has no place in regulations that the Town would have to enforce. Since a VUA even includes driveways, residents could not park their boat or camper, allow a guest to park their camper, or hold a garage sale! (There is no definition of what constitutes long-term storage.) In addition, it's not uncommon for either groups of families or non-profits etc. to use parking lots that are empty on a Saturday morning to have a group yard sale. This part should be deleted!

## LIGHTING

### Dark Sky, and other serious matters:

The Town's Review Committee made some excellent recommendations on the Lighting Element (posted elsewhere on this blog), including that the Town adopt the *"the Model Lighting Ordinance Lite developed jointly by the International Dark Sky Association and the Illuminating Engineering Society with necessary changes to fit Pittsboro, North Carolina, needs, including any special requirements for Chatham Park PDD."*

This is a recommendation that I support and hope the Board will implement. Without good lighting restrictions throughout Chatham Park, and Pittsboro, there could in future be no dark sky in our area, and one of those rising glows as you approach town that almost looks like a town is on fire.

Meanwhile, I am listing some of the problems with the standards CPI has proposed for Chatham Park, to show why it the "Lighting Element" should be replaced, or at a minimum revised.

WATTAGE: As the committee has noted, there are multiple inappropriate references to wattage where the wording ought to be in lumens, or "incandescent wattage equivalent"

An incandescent 100 watt bulb emits 1600 lumens, but a 250 watt sodium streetlight emits 29,000 lumens, so all references to "wattage" or "low wattage" are very misleading, and in various places here, meaningless, or simply out-dated and not useful.

HEALTH RISKS FROM CERTAIN LED LIGHTS: The American Medical Association has now warned of the health risks of LEDs in the blue-range (as were all the earliest installed LED street lights). However, they have "urged cities to to minimize blue-rich outside lighting and recommended the use of LEDs no brighter than 3000K" with the K referring to Kelvin temperature..

[https://www.washingtonpost.com/national/health-science/some-cities-are-taking-another-look-at-led-lighting-after-ama-warning/2016/09/21/98779568-7c3d-11e6-bd86-b7bbd53d2b5d\\_story.html](https://www.washingtonpost.com/national/health-science/some-cities-are-taking-another-look-at-led-lighting-after-ama-warning/2016/09/21/98779568-7c3d-11e6-bd86-b7bbd53d2b5d_story.html)

The best place to insert this requirement might be as part of "Section 3. Illumination Standards" (p.89 pdf p.90)

NON-CUTOFF LIGHTING: The retro design type streetlight, a globe atop a pole, pictured on p.91 (pdf p. 92) may be desirable in some locations, but there is no need for it to be a non-cutoff light fixture that also has no top shielding to achieve that look, as there are now efficient LED models that fit on such poles that do have top shields and are "dark sky compliant" and come in a variety of designs that provide the same retro look.

Examples here:<http://www.nilandco.com/products/18/>

EARLY DEVELOPMENT OR "VILLAGES": Under these requirements the area north of Russett Run could have both the retro (non cutoff) street lights pictured, and residential units, so that it would be desirable for both those residents and for dark sky protection that the lighting plan for that area includes appropriate top shielding, even if a site plan is submitted before this element is approved.

Under the current zoning ordinance a site plan is supposed to include a lighting location and design, and to comply with the ordinance as a whole. That ordinance says under "General Environmental Performance Standards" at 17.3 Light (p.187 pdf p.188) that "*all light shall be beamed down*" but the fact that this element includes and allows non-cutoff lighting styles without mandating top shielding is worrisome.

EXEMPTIONS: (p.96 pdf p.97) Re #1 There is no reason why there shouldn't be at least some restrictions on residential lighting to prevent exterior lights from shining into neighbors' windows, as residences will be very close on small lots, as well as to prevent light pollution. There ought to be a separate section for "individual residential lot and dwelling lighting" whether installed by the homebuilder or subsequent homeowner. There could be a new subsection called "Residential lighting" that says such lighting shall not create property spillover, glare to passing motorists, or uplighting.

I realize it would be a significant burden for the Town to have to enforce this, and some residential lighting is installed later, but couldn't the revision and replacement of this Element require that some or all of these restrictions be in each Chatham Park HOA rules?

FINAL INSPECTION: (p.96 pdf p.97) There seems no way that the lighting manufacturer or local electric utility could verify or certify that the lighting fixtures are installed "*according to the standards of this Element, the approved development plans, and any applicable conditions.*" Information from these latter two could be included as part of a certified lighting professional's report, but shouldn't substitute for one. They certainly couldn't provide the information that the "certification" calls for, and could just be a sight-unseen sign off.

### **More problems or defects in the lighting standards:**

Here are some additional problems with the Lighting Element for Chatham Park as written, further proof revisions or replacement (or both) is needed.

COLORS: On p.93 (pdf p.94) there is a way too restrictive list of colors that light fixtures and poles can be: "*black, dark brown, or architectural bronze*" even though lighting fixtures for that particular building or site development might more naturally lend itself to dark green, navy, or some other color. The text could be amended to add "*navy and green, or other dark or muted colors compatible with the building or site development color scheme...*"

The wording in the middle is somewhat ambiguous and ought to be more specific: "*All light fixtures/poles on site including building mounted lighting shall be the same color throughout the development.*" "The development" could mean all of Chatham Park. Wouldn't it be better to say "*All light fixtures and poles in an area covered by a single site plan or subdivision plan shall be finished in the same color throughout the development, except for residential light fixtures.*"

SETBACKS: Under B. Location (p.92 pdf 93) isn't location of light poles a mere 5 ft from the property line (#1) awfully close without considerations of land use? The brighter lights allowed for auto dealerships can be as close as 10 ft from the property line (#3), which would include an area of buffer (5 feet deep). The illustration on p. 93 (pdf p.94) shows a "forward throw" light, but there is nothing in the text to actually require that light be restricted in that way away from the road, sidewalk or adjacent property.

ILLUMINATED TUBE/STRING LIGHTS: This is confusing on since on p.96 (pdf p.97) one section appears to allow such lighting anywhere, even though elsewhere it is limited to "villages and Section 7.1" at #5 on p. 94 (pdf p.95).

MORE RE EXEMPTIONS (p.96 pdf p.97):

Re #2 Holiday signs are in the Signage Element, not Landscaping. In addition, there is no reason why holiday signs should be exempt from restrictions to prevent spillover, glare, and uplighting, especially if other sign lighting is going to be regulated (though see below re #3).

Re #3 as previously commented, sign illumination is supposed to be covered by the Lighting Element, but here it says no it doesn't. There should have been a subsection "K. Sign illumination" that sets the same foot-candle limits, limits on glare, spillover, impact on residential windows, and uplighting as are given here for other types of lighting.

Re #4 Re municipal lighting: It doesn't seem entirely clear who will be in charge of lighting installation on property that would eventually become Town property, such as parks or other facilities, or "within public rights-of-way" in every possible future case and the words "installed by the town" should have been added to the exemption.

**SIGNAGE** (These comments are on the Revised Signage Element)

**Vast Commercialized Areas could be unregulated:**

Blanket Exemption of Activity Centers and Planning Area 7.1: Under Sign Plans (p.1), developers don't have to submit or follow a sign plan for the "activity centers" (overlapping commercial areas shown on the land use map with the Master Plan), and all of Planning Section 7.1 on that same map. And in a subsequent section, Section 9. (p.25) it appears that the Town in fact will have no jurisdiction at all over any type of sign in those areas.

While most of us would embrace the feel-good language on p.25 and the flexibility that it allows, the bulk of these sign requirements ought to also apply to these areas. The pictured examples at the end are all only of facade business signs for small businesses, but the wording here exempts these areas from every single requirement, restriction or permitting for signs and states that "*the Town will not exercise any jurisdiction over the signs utilized*" in these areas!

I believe the entire Element should apply to these areas, and waivers could be granted for permanent sign types, awning, suspended and wall signs (types A, O, and P), but only in "Village" areas, which would allow the creativity for small businesses they describe and illustrate. (I'm recommending a revised definition of "village" to be substituted in the governing introduction section, 'Definitions and General Provisions': "*Village is a small urbanized area within an Activity Center or Mixed Use or Mixed Used - Residential area as identified on the Land Use map in the Master Plan and on any subsequent Small Area Plan, but not the whole of that area.*")

The signage requirements here wouldn't apply to any site plans or subdivision plans approved before these particular signage requirements are approved, but instead would be covered by existing town regs. However, if these Additional Elements were approved without multiple changes, including in this section, some areas would have these requirements yet others that may not be developed for years would have none. What is particularly galling is that future commercial areas could be totally exempt, yet residential areas would be subject to signage rules more stringent and nit-picky than many an HOA.

According to various parts of the Master Plan, such as the approved square footage of commercial etc development in Activity Areas, and the wide range of land uses, these Activity Centers are not merely cute

mini-villages of small stores, but can include car dealerships, big box stores and a multitude of other activities that will need to have limits on signage, and certainly should not be exempt from both these rules, and the Town's existing regulations.

The Town's Review Committee did not like this exemption stating: We recommend striking the language "but excluding activity centers," and then add a new sentence after this that says, "Specific to activity centers and the common desire between Chatham Park and the Town to encourage creativity, artistic elements, that signage may deviate from the Master Sign Plan but would still require Town review and approval."

Unfortunately, because of the emphasis in this Signage section on the Activity Centers, the committee didn't mention planning area 7.1, the expanse along the western side of 15-501 north of town, north and south of Northwood, Russett Run etc. This area should also not be exempt.

### "Icon" and "Future Use" signs

Icon signs: As a result of a Supreme Court decision over a year ago, CPI revised it's "signage" provisions, but the original and new versions are important in regard to "Icon signs" (permanent or temporary). Let's just say for the moment that the SCOTUS decision had to do with (not) "regulating content" of non-commercial signs, rather than fall down that rabbit hole right now.

In neither version are requirements or limits set out for size, materials, locations, quantity or anything else for "icon signs". Those details would be provided in an "icon sign plan" but it appears whatever is proposed would have to be approved.

However, it's not clear that even the Planning Director, let alone the Town Board, Planning Board or the rest of us, gets to even see what the wording or images would be, let alone have any say in the matter. And if that wording etc is provided, it has to be approved.

Does this matter? Let's see. The revised description of an icon sign just says: "An icon sign is a sign that, because of its location, size, and/or design, helps to create a sense of arrival or a permanent community identity or image for Chatham Park. Icon signs shall comply with the icon sign plan, but proposed icon signs shall be approved or disapproved without regard to their copy." (p.14) [emphasis added]

However, what is revealing is that the earlier version said: "An icon sign is a sign, structure, or work of art whose primary purpose is to create a sense of arrival or a permanent community identity or image for Chatham Park. Icon signs shall comply with the icon sign plan. An icon sign, in addition to identifying Chatham Park, also may identify one or more specific businesses, uses, or services provided or to be provided in Chatham Park." (p.72 pdf p.73) [emphasis added]

This original wording tells us what they wanted to do five months ago, and presumably still want to do without actually spelling it out in the new version. Worse, they are using the SCOTUS decision as an excuse to (a) hide the fact (b) prevent the Town from negotiating what it can say, and even (c) possibly seeing what it will say.

Secondly, this Signage section already allows for temporary "Future Use" signs -- that can be up, misleadingly, for years, without saying exactly when that school, park, or whatever is going to actually materialize. So there is no place for "future uses" on a sign that is proposed as a permanent sign.

This is important not just because it goes to the heart of how Chatham Park's will be integrated with the rest of the Town, but because, like other signs they want to erect in various places, it appears intended to

also promote not just current uses but potential future ones, so would be very different from their pictured example which only contains a place name.

Thirdly, while the supreme court ruled that non-commercial sign regulation must be content-neutral, jurisdictions are still allowed to regulate commercial messages. While an existing business or use listed on a sign might be considered informational and directional, CPI has provided way more than adequately for those uses and businesses to be identified at entrances once they are there (and by billboards on the site long before that).

On the other hand, a service or business that is not there yet, is a promotional message aimed at future homebuyers (and commercial tenants): "Buy a house here, there's gonna be a school, park, fire station, grocery store, right around the corner."

As for "place-finding" permanent signage, there's nothing to stop CPI having the words Chatham Park added to the names of shopping centers or office parks or subdivisions on permanent signs, that's between them and the subsequent developers involved in these projects.

CPI also wants to be able to erect **Temporary Icon Signs** (p.22) which present the exact same problems, and which also, in the earlier version, hinted at their possible content, which the Town can now have no say over: "in addition to identifying Chatham Park, also may identify one or more specific businesses, uses, or services provided or to be provided in Chatham Park." (p.81 pdf p.82 in the original) [emphasis added]

CPI has already provided for temporary Future Use signs (which pose their own problems). Thus there is simply no excuse for allowing this type of "icon sign" as described here and implied in the earlier version, with no say so by the Town.

Chatham Park's icon signs are just for Chatham Park. The Town can simply refuse to have any icon signs anywhere, in Chatham Park or in Town. Failing that, they can limit them to saying "Chatham Park, Pittsboro" as being a directional sign, which as I understand it is not covered by the "content-neutral" SCOTUS decision. I feel the Town has a very strong case to do either or both of these, and to limit the copy to that, since this is a specific category of sign, which was the issue in the Supreme Court: towns can regulate types of signs, not their content. However, it appears that "way-finding" and directional signs fall into a different category (per CPI's presentation Oct 5) than other "non-commercial" signs that must be content-neutral, according to them or one of their attorneys.

The trouble with applying the SCOTUS decision to local sign regulations is that the original case involved much shorter time allowed for one type of sign with one kind of content, when different content could allow the same type of sign to remain up longer. Although CPI's attorney claimed that the eventual SCOTUS decision means that local jurisdictions can't regulate the content of signs, CPI has proposed an Icon sign here as a specific type of sign, so the simplest thing to do would be not allow that type of sign, as that IS allowed, and delete all the wording regarding Icon Signs and Temporary Icon signs.

According to CPI's attorney, there is a separate category of "way-finding" sign, that is not covered by the SCOTUS decision. Thus the Town could insert different language for permanent and temporary icon signs that must be limited to location information (e.g. "Chatham Park, Pittsboro". Such signs could be permitted as part of a site or subdivision plan, including the quantity of signs and location, but not sooner. The type, size, wording, images and material can be described in an icon plan for future development in an icon plan at the Small Area Plan stage.

**(Temporary) Future Use Signs (p.19):** The primary purpose of such signs appears to be purely promotional both for CPI and for subsequent developers/homebuilders, whether selling homes, tracts for homebuilding or commercial development, or leasing commercial space. The size limit for such signs is fairly large, they

can be off-site, and they could remain up under these renewal provisions for up to 6 years. Thus prospective homebuyers could be misled into thinking that the promised amenities will be available in weeks for empty buildings or within a year for an undeveloped tract. Yet these undeveloped tracts, or empty buildings could then remain for 5-6 years, with these misleading future signs.

The draft UDO provides for "Temporary Planned Development Signs" to be up until development is completed, or two years, whichever comes sooner and that seems a more appropriate time period for "future use" signs in Chatham Park also, with no renewal. That should prevent such signs from being erected prematurely and also prevent misleading potential buyers.

### Hidden revisions

Some revisions to the Signage Element are totally unrelated to the Supreme Court decision. There are deletions or revisions in this revised version that seem totally unrelated to "neutrality of content."

One deletion is a prohibition in the original signage chapter of the "unlawful cutting of vegetation" to improve the visibility of a sign (p.84, pdf p.85). This ought to be placed back in the Signage Element! (Perhaps where it was originally located, under Landscaping (p.25).)

Another revision involves flags, and while more "content neutral" regarding what's on the flag, appears to allow commercial flags (on flagpoles, or curved flappy ones), not allowed in the original version. There are very strict limits on signs of all kinds, temporary or permit, but it doesn't seem that there are limits on the height of flagpoles, sizes of flags, or numbers of flags on one site.

### More problems with specific sign types, that are potentially significant

Ground signs non-residential (p.11): The size of a ground-based sign for a large office building or big box store can be based on its road frontage, rather than its gross square feet, under this standard. Thus if CPI actually managed to recruit a large company HQ as they originally indicated they could do, a multi-story HQ could end up having to have a smaller sign than a Walmart.

Mixed Use (p.12): CPI is totally redefining here what "mixed use" means. In the Master Plan, mixed use is an area (typically hundreds of acres) in which there is a mix of residential and non-residential uses. But for signage purposes CPI wants to use the term "mixed use" to mean other things such as a large tract developed "in a joint manner" or merely a lot containing two businesses, which is not "mixed use" at all.

This wording should be revised to say something like either: *"mixed use signage requirements for permanent ground signs apply to a planning area identified in the Master Plan as mixed use";* or *"mixed use signage requirements for permanent ground signs apply to a site plan containing a mix of residential, commercial, office or institutional uses."*

Secondly, the wording for this "mixed use" does not suggest that there would only be a single permanent ground sign of several different kinds, but could be interpreted to mean a sign in each of these locations, which would be in addition to signage for the offices, stores, apartments, housing subdivisions in that area. Surely only one sign is needed at each "vehicular entrance" or near it.

Home Occupation Sign (p.15): This contains unfair and absurd restrictions regarding home occupation signs. Such a sign is only allowed in the front yard if a house lot has 300 ft of road frontage, many times the width of a house, especially with the density and small lot size that would prevail in Chatham Park, even though the sign has to be pretty small. In addition, even a townhouse should be able to have a sign in the yard if "home occupation" is allowed as a land-use. Sadly home-buyers in Chatham Park probably won't know of these limitations if in this Element rather than HOA rules, and besides, sometimes a person

takes to a home occupation when laid off or staying home to care for children, or for other reasons. This wording should be deleted as it more properly belongs in an HOA, so that homebuyers are notified, and the Town doesn't have to waste staff time permitting and enforcing such requirements. If not deleted, this section ought to be revised to allow for either a small attached sign or a yard mounted permanent sign or both with no road frontage limitations.

Temporary Yard Signs (p.22): I don't quite see how the regulations can be content-neutral if they have more generous time limits for election signs than for other yard signs, not all of which are "commercial" (e.g. for-profit yard sale) but might include "Found Gerbil" "Kittens need good homes" "Free Pears" or "Danger falling branches." So 8 days a year seems a stupid restriction that the Town should not have to monitor and enforce. By being placed here in the Signage element it would even appear you might need a permit! Either way, the Town should not have to enforce this kind of nit-picking and inconsistent regulation that more properly belongs in HOA rules, where people would actually be notified of what those rules are.

Prohibited Signs (p.22-23): All "attracting devices" are prohibited, but the definition of "attracting devices" includes "hand-held signs." Getting paid to hold an advertising sign is at least a job, and this rule would prevent kids from flagging drivers to a car wash to support some school activity, or people from holding "honk if you..." or otherwise expressing themselves, this is not something that the Town should have to enforce, nor to allow to be prohibited even in Chatham Park. The ban on "series signs" is unnecessary given the rest of the rules about how many signs who can put where.

Sign Lighting: Regarding the shielding of lights near residential premises, p.24 at 2(a) and 2(b), a "residential premise" could include apartments and condos, where individually affected residents wouldn't be in control of the lighting of signs, and this wording could allow lighting to remain on all night and shine into residential windows. It just mustn't spill onto a different property.

Thus better requirements might be: *"neither internal nor external lighting shall spill over to the windows of any residential premises on or near the lot on which the lighted sign is located."* And that signs must not be be uplit beyond a certain angle to protect the night sky. (45 degrees? less?)

Landscaping (p.25) : Should ALL permanent signs be landscaped? Obviously not. As can be seen most easily from the Table on p.3, many signs defined as "permanent signs" there can't be landscaped: signs attached to buildings, flagpoles, gas stations signs etc. This is just another example of how sloppy these "Signage" provisions are. This requirement should be limited to "(Permanent) Principal Ground Signs-residential and non-residential" with all other ground signs landscaped on a discretionary basis.

### **Signage: relatively minor technical revisions:**

(p.17) Temporary signs, for-profit: There is no distinction between a store with periodic sales, a ticketed outdoor concert venue, or any other short-term "for profit" event, because nowhere in these Elements is that term defined. It could apply to an event of short duration (hours or weeks), held for profit, regardless where held. It seems more fair to allow such signs to be up for 2 weeks prior to an event, and it seems absurd to limit the days they can be up for those venues that may have events almost weekly, besides cinemas (covered elsewhere).

(p.17) Temporary signs, non-profit: While this section says the time limits are negotiable (permanently with the Town, or at this stage only?), it seems more sensible to have no time limits, either for specific signs for specific events or annually, as no public purpose is served, and it could do more harm than the supposed "aesthetic good." As it is, this section is very woolly since it tries to limit time periods annually, but by location, not by the non-profit entity that would benefit from the event (if an event). If a sign stays up for a

year surely it can be regulated as a permanent sign (which is to say, removed or ordered to be removed if necessary).

(p.18) Changeable copy signs: For some reason the wording at #4 here re changeable copy signs is only applied here to non-profit temporary signs, not for-profit ones, which seems both odd and unfair. Shouldn't it apply to both kinds?

(p.19) General Temporary Sign: This is a new catch-all category, presumably to cover several sign types that have been deleted, such as those for "public events," for on and off-site sales of agricultural products, and "holiday signs." However, the wording is either sloppy, or misleading. It doesn't say that it is supposed to be a temporary sign not otherwise described, which might be a suitable revision. It could allow an extra temporary sign in addition to other temporary and permanent signs. However, no size limits, materials, locations or other requirements are applied and so as long as it is not something banned (p.22-23) it seems that for 60 days of the year, it could be open season on what and where it is. This section probably needs to be revised.

(p.24) Section 8. Sign permitting, illumination, maintenance and landscaping: At 2. *Sign illumination*, CPI states that sign lighting that isn't prohibited here is allowed under the Lighting Additional Element. However, there (p.97) are a number of exemptions to which the Lighting rules don't apply. One of these states: "*The standards of this Element shall not apply to : ... 3. Sign illumination as set forth in the Master Signage Additional Element*"--yet another couple of things that need to be resolved and changed, in both places.

(p.20) (Temporary) Real estate signs (apartments): At #2 here the wording ought to be changed. The cited requirements in Section 4(N)2 are for permanent identifying ground signs for a residential subdivision or apartment complex, a permanent marker that should be built to endure a change in ownership or lease management. Signs regarding apartment availability and with contact info should be temporary and only allowed to remain up while there is an actual vacancy. The time limits should be the same as those for on-site signs for either a model home in a subdivision, or for commercial space (the latter are allowed to be larger), which would mean they could only remain up during the period of availability. Substitute wording could replace the reference to Section 4(N) 2 with a reference to Section 5 (J) 4, requirements for commercial space leasing real estate signs.

(p.27) Definition: Portable Signs: All "portable signs" that are described here are banned (Section 6., p.23 at #6), so obviously "sandwich board signs" needs to be deleted here as sandwich board signs are a described, allowed, size-limited type of sign (Section 5. M, p.22).

(p.28) Definition: Sign Surface Area: This is very odd as it describes a "single, continuous eight-sided, straight-sided perimeter" including trim but not base, which would be an octagon! In "Sign Surface Area Measurement" (p.23) it is clear that this does not have anything to do with double sided signs. And what if signs are oval for example? I'd suggest changing this definition to read: "*The surface area of a sign shall be the area within the continuous perimeter enclosing the entire sign, inclusive of trim....*" and then delete "eight-sided, straight-sided" at the end of that paragraph.

(p.28) Definition: Temporary Sign: This is not a very good definition, most of the definitions out there in ordinances refer to "*signs that are not designed or intended to be permanent.*" However, the language here seems too specific to certain types of sign hinting at future uses and ought to be deleted, because this definition has to apply to all kinds of temporary signs.